

Month	Prop. No.	Name	Option Purchased	Deed Acquired	Other Interest Acquired
1919					
Feb.	E-64	Benj. Davis		3,050.	
1920					
July	E-52A	John W. Heimenz		3,500.	
Aug.	E-46 A-E	Paul Heine		6,000.	
Nov.	E-48 A-B	Mary E. Harnish		2,150	
1921					
May	W-17, R-32, 34, 35, 36 & 3 unlocated) Islands )	J. E. Vandersloot		12,500.	
July	E-14B	Oliver C. Patton Road R/W		1,500.	
Aug.	E-30 A-D	Colemanville Water & Power Co.		25,000.	
Oct.	E-31	Lanc. & York Furnace) St. Rwy. Co. )		11,500.	
"	E-82	Alice M. Tripple )			
1922					
Mar.	W-36	Rebecca M. Rowinski		500.	
Aug.	E-52B	John W. Hiemenz		1,000.	

[23657] (page 4)  
1923

Month	Prop. No.	Name	Option Purchased	Deed Acquired	Other Interest Acquired
May		Conestoga Twp. Rd.			
"	E-49	Reloca. at S. H.	\$	\$ 7,400	
June	E-47	Newton Rineer		2,000	
Nov.	W-34 A&B	Washington Martin		500	
"	E-14 B	Jos. E. Lant		18,000	
Dec.	Y-13	O. C. Patton Farm	1,000		
		Wm. C. Olewiler		7,000	
1924					
Jan.	Y-26	Jacob W. Kupp		6,000	
"	I-99 A	House Island	50		
Feb.	E-119 A-E	Aaron B. Bleacher	10		
"		John M. Bleacher	10		
Mar.	E-118 A&B	Daniel W. Kendig	10		
"		Andrew M. Aument	10		
"	E-117 A-D	Emmett Creamer	10		
"	E-115 A&B	Ray C. Creamer	10		
"		Aaron Kline	10		

Month	Prop. No.	Name	Option Purchased	Deed Acquired	Other Interest Acquired
Mar.	E-120 A&B	Isaac Miller Estate	5		
"	E-119 A-E	Aaron B. Bleacher		15,000	
"	I-99A	House Island		1,450	
"	E-120 A&B	Isaac Miller Estate		300	
"	E-117 A-D	Emmett Creamer		6,000	
"	E-14 B	O. C. Patton Farm		9,000	
July	E-7	G. G. Cully		1,494.24	
1925					
July	R-21	McCormick Island (Shoff)	1,000		
Dec.	E-97	DePue Property		3,000	

[23658]

April 14, 1945

Prop. No.	Name	Reason for Purchase
		1912
E 91	Frances Aston	Flashboard Operation
E 59	A. J. Zercher	" " , highway relocation effected in 1923
E 107	Harriet Dabler	" " , now also part of Cga. Substation site
E 83 & 89	Samuel Shank	" " , now also part of Cga. Substation site
E 99	Elizabeth Walk	" " , now also part of Cga. Substation site
E 88	Joanna Boyd	" " , now also part of Cga. Substation site
E 101	Benj. E. Kendig	" " , now also part of Cga. Substation site
E 81	W. W. Bones	" " , now also part of Cga. Substation site
E 86 A&B	David E. Binkley	" " , now also part of Cga. Substation site
E 87	R. F. Campbell	" " , now also part of Cga. Substation site
(E 56 & 1/2 int.	E. Shober Estate	" " , now also part of Cga. Substation site
( E 111	Paul Heine (Grebe)	" " , now also part of Cga. Substation site
( E 109	Scott Derridinger	" " , now also part of Cga. Substation site
( E 110	Franklin Frey	" " , now also part of Cga. Substation site
E 96		" " , highway relocation effected in 1923
E 60	Annie B. Keiser	" " , now also part of Cga. Substation site
E 104	Sabina K. Roadaker	" " , now also part of Cga. Substation site
E 105		" " , now also part of Cga. Substation site



Prop. No.	Name	Reason for Purchase	
E 108	Mary A. Johnson	Flashboard Operation, now also part of Cga.	Substation site
E 103	Rosetta Jones	" "	, now also part of Cga. Substation site
E 106	T. D. Ellse	" "	, now also part of Cga. Substation site
E 94	Sallie Kendig	" "	
E 90	C. K. Henry	" "	
E 95	Elizabeth Slough's Heirs	" "	
E 98	Mary Fralick	" "	, now also part of Cga. Substation site
E 61	Caroline Hudson Estate	" "	, highway relocation effected in 1923
E 62	Wm. Anderson	" "	
E 109	Paul Heine (Grebe)	" "	, now also part of Cga. Substation site
E 110	Elizabeth Slough's Heirs	" "	
E 95	(5 interests)	" "	
E 94	Sallie Kendig	" "	, flowage right only obtained
E 101	Benj. E. Kendig	" "	, now also part of Cga. Substation site
E 106	T. D. Ellse	" "	, now also part of Cga. Substation site
E 105	Sabina K. Roadaker	" "	, now also part of Cga. Substation site
E 63,A,B,C,D	Wm. A. Anderson	" "	

[23659] (page 2)  
1913

Prop. No.	Name	Reason for Purchase	
E 57,58,&1/2 int. in E 111.	H. M. Stauffer & Co.	Flashboard Operation	, now also part of Cga. Substation site
E 80	D. M. Witmer	" "	
E 108	Mary A. Johnson	" "	, now also part of Cga. Substation site
E 61	Caroline A. Hudson Estate	" "	
E 64	Benj. Davis—acquired Geo. Snyder mortgage	" "	, payments were for mortgagee's int. only; property acquired by foreclosure in 1919
E 104	Annie B. Keiser	Flashboard Operation, now also part of Cga.	Substation site
E 83 & 89	Samuel Shank	Flashboard Operation	
E 56&1/2 int. in E 111	E. Shoher Estate	" "	, now also part of Cga. Substation site
E 59	A. J. Zercher	" "	
E 95	Elizabeth Slough's Heirs	" "	
E 91	Frances Aston	" "	
E 96	Scott Derridinger	" "	
E 60	Franklin H. Frey	" "	, highway relocation effected in 1923
E 88	Joanna Boyd	" "	
E 84	P. W. Heistand	" "	
E 81	W. W. Bones	" "	

3956

Exhibit No. 238

Exhibit No. 238

3957

Prop. No.	Name	Reason for Purchase
E 99	Elizabeth Walk	Flashboard Operation, now also part of Cga. Substation site
E-86 A&B	David E. Binkley	" "
E 87	B. F. Campbell	" "
E 80	D. M. Witmer	" "
E 57,58,&1/2 int. in E 111	H. M. Stauffer & Co.	" " , now also part of Cga. Substation site
E 92	H. B. Rhoads Estate	" "
E 93	Esther Seiple (Now Worker)	" " , flowage right only obtained
E 103	Rosetta Jones	" " , now also part of Cga. Substation site
E 107	Harriet Dabler	" " , now also part of Cga. Substation site
E 93	Esther Seiple (Now Worker)	" " , flowage right only obtained
E 64	Benj. Davis—Payment of Jos. Kenworthy, Tr.	" " , payments were for mortgagee's int. only; property acquired by foreclosure in 1919
E 98	Mary Fralick	Flashboard Operation, now also part of Cga. Substation site
E 100	Penna. R. R. Co.	" " , now also part of Cga. Substation site

3958

Exhibit No. 238

Prop. No.	Name	Reason for Purchase
[23660] (page 3)		
1914		
E 48 A&B	Mary E. Harnish	Flashboard Operation, flowage right only obtained
W 15	Russell Burkholder	" " , flowage right only obtained
W 32 & 33	Daniel J. Rowinsky	" " , flowage right only obtained
W 31	Franklin Kline	" " , flowage right only obtained
1915		
W 28	John W. Hiemenz	Flashboard Operation
E 10A	Robert T. Fry	Acquired to settle dispute over location of property lines and property ownership
W 14	Henry G. Reist	Flashboard Operation, flowage right only obtained
W 20	John Bair Estate	Flashboard Operation, flowage right only obtained
W 20	Fishing Island, etc.	Required for initial development but existence unknown until brought to our attention
W 30	Minnehaha Club	Flashboard Operation, flowage right only obtained
W 18	Hugh Ross, et al.	Flashboard Operation, flowage right only obtained
1916		
E 19	Woelpper	Flashboard Operation, culmination of lengthy litigation. Property acquired in fee but later sold subject to flowage right

Exhibit No. 238

3959



Prop. No.	Name	Reason for Purchase
1919		
E 64	Benj. Davis	Flashboard Operation, acquired in fee at sheriff's sale under foreclosure proceedings by reason of mortgages purchased in 1913.
1920		
E 52A	John W. Hiemenz	River coal recovery.
E 46 A-E	Paul Heine	River coal recovery.
E 48 A-B	Mary E. Harnish	River coal recovery, later used as transmission line right of way.
1921		
W 17 R 32, 34, 35, 36, & 3 unlocated Islands	J. E. Vandersloot	Flashboard Operation, Culmination of lengthy litigation, flowage right only obtained.
E 14 B	Oliver C. Patton Road R/W	To afford more convenient road access to Holtwood.
E 30 A-D	Colemanville Water & Power Co.	Flashboard Operation, culmination of lengthy litigation.
E 31	Lanc. & York Furnace St. Rwy. Co.	Flashboard Operation, culmination of lengthy litigation.
E 82	Alice M. Tripple	Flashboard Operation, litigation settled upon acquisition of flowage right.

[23661] (page 4)

1922		
Prop. No.	Name	Reason for Purchase
W 36	Rebecca M. Rowinski	Flashboard Operation
E 52B	John W. Hiemenz	River Coal Recovery
1923		
E 49	Conestoga Twp. Rd. Reloca. at S. H. Newton Rineer	Flashboard Operation
E 47	Washington Martin	River Coal Recovery
W 34 A&B	Jos. E. Lant	Primarily for S. H. Development. Lower portion affected by flashboard operation.
E 14B	O. C. Patton Farm	Protection and expansion of Holtwood Village, transmission line construction, site of local school and of recreational facilities for Holtwood employees.
Y 13	Wm. C. Olewiler	Safe Harbor Development.
1924		
Y 26	Jacob W. Kupp	Safe Harbor Development.
I 99 A	House Island	Safe Harbor Development.
E 119 A-E	Aaron B. Bleacher John M. Bleacher	Manor Substation Site. Optioned as part of Manor Substation Site—never purchased.
E 118 A&B	Daniel W. Kendig  Andrew M. Aument	Optioned as part of Manor Substation Site—option allowed to expire but property was later purchased upon renegotiation. Optioned as part of Manor Substation Site—never purchased.

Prop. No.	Name	Reason for Purchase
E 117 A-D	Emmett Creamer	Manor Substation Site.
E 115 A&B	Ray C. Creamer	Optioned as part of Manor Substation Site— option allowed to expire but property was later purchased after renegotiation.
E 120 A&B	Isaac Miller Estate	Manor Substation Site.
E 119 A-E	O. C. Patton Farm	See 1923, when option was obtained.
E 7	G. G. Cully	Relocation and construction of transmission lines, protection and possible expansion of Holtwood Village.
1925		
R 21	McCormick Island (Shoff)	River Coal Recovery, also required for initial hydro development but its existence was not known until owner demanded its purchase.
E 97 (incl. 102)	DePue Property	Flashboard Operation, would have been pur- chased in 1913 & 14 when other Conestoga Creek properties were purchased but owners could not be located. Owner later appeared and entered suit, which was settled by prop- erty purchase. Now also part of Conestoga Substation site.

**[23662] (page 5)**

Of the above listed properties, the following were either wholly or partially covered by flowage releases at the time of their fee acquisition:

**E-30 B COLEMANVILLE WATER & POWER Co. (Sawmill Tract)**

Acquired in fee in 1921; includes portions of release properties E-29 and E-45 originally obtained in 1900 from Frederick Shoff, et al. However, fee purchase also included much land not covered by release.

**E-46 A-E PAUL HEINE**

Acquired in fee in 1920; this property is made up entirely of portions of release properties E-44 and E-45 originally obtained in 1900 from Frederick Shoff, et al.

**E-47 WASHINGTON MARTIN**

Acquired in fee in 1923; comprised of portion of release property E-44 originally obtained in 1900 from Frederick Shoff.

**E-48 A&B MARY E. HARNISH**

Acquired in fee in 1920; release over same property had been obtained in 1914 from same party.

**E-52 A&B JOHN W. HIEMENZ**

Acquired in fee in two purchases in 1920 and 1922; comprised of major portion of release property E-52 A&B originally obtained in 1901 from John Pontz.



## EXHIBIT NO. 239.

[23663]

August 6, 1945

There is set forth below supplemental information as requested by Mr. Newlands in connection with the following vouchers:

Year	Voucher No.	Name	Amount
1915	J-245	Simpson, Thacher & Bartlett	\$1,000
1915	6985	Jas. H. Harlow Co.	250
1916	10044	John E. Malone	600
1917	13756	John E. Malone	1,650
1917	13749	Simpson, Thacher & Bartlett	850
1917	11221	Jas. W. Kenworthy	750
1917	12995	John M. Groff	500
1918	2913	John E. Malone	2,500
1918	J-383	Edwin Smith	250
1919	6238	John E. Malone	4,500
1919	3767	J. M. Groff	500
1919	6207	J. M. Groff	500
1919	5383	Jas. Kenworthy	250
1920	9184	John E. Malone	1,500
1920	7883	J. M. Groff	3,500
1920	9011	J. M. Groff	500
1920	9011	Heine, Heimenz & Harnish	1,500
1920	9329	Simpson, Thacher & Bartlett	170
1921	10850	John E. Malone	5,500
1921	12176	John E. Malone	2,500
1921	12541	John E. Malone	2,500
1922	15688	John E. Malone	2,500
1922	15077	J. M. Groff	5,000
1922	14599	J. M. Groff	250
1923	20622	J. M. Groff	2,500
1923	21729	J. M. Groff	1,000
1923	21781	J. E. Malone	1,000



Year	Voucher No.	Name	Amount
1923	18986	J. E. Malone	1,000
1923	16458	John M. Groff	1,000
1923	19542	Gannett, Seelye & Fleming	2,000
1924	23440	John M. Groff	1,000

*Vo. 6892 (J-245)*—The law firm of Simpson, Thacher & Bartlett, which is located in New York, represented the Company for many years, beginning in 1910, and was frequently consulted by Mr. Chas. E. F. Clarke on all phases of the Company's business. In the case of the \$1,000 charge to Account 338 through the above noted voucher, it has been found that the services were rendered in the Woelpper injunction suit, at the request of Mr. Clarke.

[23664] (page 2)

*Vo. 6985*—Payment for professional engineering services rendered by Jas. H. Harlow & Company in connection with a report on ice conditions on the Susquehanna River between 1872 and 1915.

*Vo. 10044*—Mr. John E. Malone became counsel for the Company in 1912 and served in that capacity until his death. He was active in all local property matters and litigation from the time of his employment, and after 1920 acted as chief counsel for the Company. The amount charged to Account 338 through voucher 10044 represents the portion of his retainer applied to his work in the flash-board suits and the purchase of properties. These services cannot be identified with any particular property but must be considered in view of information contained in memorandums dated March 29, 1945 and May 23, 1945. To avoid repetition, it is to be noted that the charges made to Account 338 through vouchers 13756, 2913, 6238, 9184, 10850, 12176, 12541, 15688, 21781, and 18986 are all of the same character and represent payment for legal services attached to the defense or preparation for defense of law-suits and the subsequent acquisition of property in fee, or

other interests in land used and useful for the Holtwood development.

*Vo. 13749*—Represents portion of Simpson, Thacher & Bartlett fee paid for services in the Vandersloot case.

*Vo. 11221*—James W. Kenworthy, an attorney, was active in the negotiations for the Ben Davis property. He purchased a mortgage upon which suit was brought to force sale of the property and assisted in the litigation. See also *Vo. 5383*.

*Vo. 1290*—See also vouchers 3767, 6207, 7883, 9011, 15077, 14599, 20622, 21729, 16458, and 23440. John M. Groff was an attorney in Lancaster who had a large practice, knew many people in Lancaster County, and became a judge in the local courts in 1927. He was retained by Mr. Bushong to assist in the purchase of properties, but his value to us was mainly the fact that he was not identified with the Company. Therefore, there are no records available to indicate in detail the services rendered, but it is known that he performed services in connection with the acquisition of the Ben Davis property and the Heine, Heimenz, and Harnish tracts. It is probable that he helped in acquiring the Colemanville Water & Power Company property and the Lancaster and York Furnace Street Railway Company property, as well as other properties acquired during the period of his employment.

*Vo. 2441 (J-383)*—Edwin F. Smith was a consulting engineer located in Philadelphia. The services rendered were a study and report on floods and low water in connection with the flashboard suit brought by the Lancaster Electric Light Heat & Power Company, which owned several small hydroelectric plants on Conestoga Creek.

*Vo. 9329*—The amount of \$170 charged to Account 338 out of the larger payment of \$1,500 made to Simpson, Thacher & Bartlett was set at the time the services were

rendered and we have no additional information at this time.

*Vo. 19542*—The firm of Gannett, Seelye & Fleming, Consulting Engineers located in Harrisburg, was formed in 1915 by Mr. Farley Gannett, who had previously been Chief Engineer of the Water Supply Commission of Pennsylvania. He was thoroughly familiar with the entire drainage area of the Susquehanna River and with problems connected with the recovery of river coal and other materials from the bed of the river. Although there is no report in our Report File to describe the nature of the services rendered in 1923, it is believed that they were primarily in connection with our proposed construction of a steam plant at Holtwood, and the use of river coal as a fuel.



## EXHIBIT NO. 240.

[23665]

HUGH L. COOPER  
Consulting Engineer  
60 Wall Street  
New York

January 30, 1908

McCall Ferry Power Company,  
60 Wall Street, New York.

Dear Sirs:—

I have to-day been shown a copy of the resolution adopted at your last Board meeting to the effect that all of my organization at McCall Ferry should be discharged on February 1st.

In view of my contract with the McCall Ferry Power Company, I feel that I should now advise you that if this order is carried out it will largely increase the expense of the final completion of the work and the time necessary therefor, and will, I believe, result in great damage to the interests of the Company. Also I must call your attention to the fact that if this organization is discharged, it practically makes it impossible for me to fulfill the provisions of Clause 4 of our contract with reference to supplying such organization.

Also it discharges Mr. Value and if he is discharged it will probably not be possible to again obtain his services, and I cannot be held responsible for not obtaining him again if he is once discharged.

The organization that we now have at McCall Ferry is one of approved and accepted efficiency and if they are discharged it will be impossible to get together again an organization of equal efficiency, and I wish you to formally know that I personally will [23666] (page 2) be very much damaged by the disbanding of an organization which I have been so long in educating and bringing up to such a state of efficiency and I trust that you will upon further con-

sideration feel that it is desirable and necessary to rescind the resolution which was adopted at your last meeting.

I also notice that the resolution provides that the Hydraulic Department should immediately complete all plans and details for the hydraulic work.

It will not be possible for the Hydraulic Department to complete such plans except as the work progresses, and the above remarks with reference to the McCall Ferry organization apply with equal strength to all of my organization in the City of New York.

It has also seemed to me desirable that I should now refer to our contract of October 18, 1905.

You will remember that I was at first instructed to proceed with the construction of the McCall Ferry dam, the crest of which was to be at Elevation 185.00 above sea level, and that plans were gotten out for this work and a large amount of money spent on the same, and in fact that all of the equipment and a large portion of the construction bridge were designed and installed for the dam at Elevation 185.00.

After the accomplishment of the above work you instructed me to change my plans and that you wished the dam to have an Elevation of 165.00 feet above sea level.

Then in order to increase the head, due to the construction of the dam at Elevation 165.00, you ordered certain excavations at Cully's Cut and the building of various other auxiliary works not contemplated at the time of the execution of the contract of October 18, 1905.

[23667] (page 3)

In accordance with your instructions new plans were made and the work of building the dam at Elevation 165.00 and all the additional works required have proceeded under my direction until November 1, 1907, when in accordance with instructions from you, all work at McCall Ferry was practically stopped.

At the time I received such instructions I was carrying on the work and was prepared to continue it.

I have received no instructions for resuming the work.

At first you made monthly payments to me of \$5,000. under the terms of the contract and then you requested that the monthly payments be reduced to \$4,000., the request being made and my consent being given upon the specific understanding that such reduction would not prejudice the claims of either party" as stated in Mr. Dimock's letter to Mr. Barnum of October 11, 1906, in which letter it was also stated that "either party can ask for a settlement of the entire question, including past payments, at any time".

It seems to me that the time has now come for adjusting this matter. You continued making payments until I received a total of \$100,000. and no payments have been made since that time, the last payment to me being July 31, 1907.

My position with reference to this matter is as follows:

1st. The agreed compensation in Clause 9 of our contract was based upon the estimated cost of building the dam to an Elevation of approximately 180.00 feet and such estimate as made by you required of me the responsibility of building and designing approximately \$2,982,000. worth of work. If you had built the work upon [23668] (page 4) the plan of approximately Elevation 155.00 under the contract of October 18, 1905, the amount of work required for me to design and be responsible for the building of would be approximately \$1,731,000.

Now instead of either of the plans mentioned in the contract of October 18, 1905, you instructed me to build the dam at Elevation 165.00, with a large amount of other additional work by way of controlling the water, lowering the wheel pits, tail race excavation and ice control, which have brought the cost of the work which I have had to design and be responsible for up to the sum of \$3,778,000.

The time that I have been obliged to personally spend on this construction has been much more than would have been required under the original plan of the dam at Elevation 185.00.



My position on this point therefore is that the payments due to me under the contract are at least those specified in Clause 9 of the Agreement and that you now owe me \$25,000., which is the difference between the \$100,000. that you have already paid and the \$125,000. specified in Clause 9 of the contract.

At the time when work was discontinued, the work at McCall Ferry was advanced to a point where the setting of the turbine machinery could begin and in spite of the changes ordered from time to time since I commenced the undertaking, was at the time of cessation of work on November 1st. in reality much in advance of the completion required in Clause 11.

It is further to be said that if the work had not been stopped on November 1st. the progress we were then making would justify the starting up of the plant at least four months ahead of the time required by Clause 11 and my receiving the bonus [23669] (page 5) for time of completion as specified therein.

Accordingly, I now consider that you owe to me the \$25,000. above referred to and a \$10,000. payment (a part of the bonus) for the months of January and February, 1908, the \$50,000. bonus being due in monthly payments under the contract, commencing January 1, 1908.

I request that the foregoing amounts due should now be paid to me or that you should now make some satisfactory provision for future payments of the above sums.

In writing you as above I beg to assure you of my deep interest in the welfare and future of the McCall Ferry Power Company and of my readiness now and always to aid you in whatsoever way I can, and I wish to convey my further assurance that in no way do I wish to interfere with or make more difficult the carrying out of your present plans or any of your future plans for financing this enterprise, but it has seemed to me desirable and necessary that I should now state to you my views.

Yours very truly,

HUGH L. COOPER

3972

Exhibit No. 241

**EXHIBIT NO. 241.**

[23670]

**McCALL FERRY POWER COMPANY**

Office of the Chief Engineer  
Room 2407, Sixty Wall Street  
New York City

**CARY T. HUTCHINSON**

Chief Engineer

**W.M. BARCLAY PARSONS**

Consulting Engineer

March 11th, 1908.

H. F. Dimock, Esq., President,  
McCall Ferry Power Company,  
#60 Wall Street, N. Y. City.

Dear Sir,—

I am attaching a copy of letter just received from Mr. Cooper.

The status of this matter is that Mr. Cooper has been paid \$100,000 in all. The least amount due him will be \$135,000. Our agreement with him provides that the payment shall continue after January 1st, 1908. As I have said, I think Mr. Cooper has earned his bonus for early completion. There is, therefore, no reason why Mr. Cooper should not receive the \$5,000 he asks for, other than the financial condition of the Company.

Very truly yours,

**CARY T. HUTCHINSON**

Chief Engineer.

Enc.

**EXHIBIT NO. 242.**

[23671]

**McCALL FERRY POWER COMPANY**  
Sixty Wall Street  
New York

January 18, 1906.

Simpson, Thacher and Bartlett,  
Philip G. Bartlett, Esq.,  
25 Broad St., New York City.

Dear Sir:—

I enclose two sheets, one showing the distribution of stock held by Messrs. Harvey Fisk and Sons between themselves and myself, the other showing the names in which I wish the stock going to me, divided.

As you suggested, I will send these various agreements to the people to be signed, and have them returned either to you or to Messrs. Harvey Fisk and Sons, as you prefer.

Yours very truly,

CARY T. HUTCHINSON

Enc 2



3974

Exhibit No. 243

**EXHIBIT NO. 243.**

[23672]

January 19th, 1906.

Cary T. Hutchinson, Esq.,  
60 Wall Street,  
New York City.

Dear Sir:

We have your letter enclosing statement of McCall Ferry Power Company common stock and also of the distribution desired of the common stock going to yourself.

In order to facilitate and hasten the carrying out of this distribution we send you herewith ten copies of the Stock Deposit Agreement, so that you may procure one of these to be signed by each of the distributees. Meanwhile we will forward your list to Harvey Fisk & Sons so that they will have ready the Stock Deposit Receipts to furnish in exchange for these agreements when signed and re-delivered.

Yours very truly,